

**ELEVENTH AMENDMENT
TO
RESIDENTIAL FRANCHISE AGREEMENT NO. 11-0008
BETWEEN
REPUBLIC SERVICES OF FLORIDA AND HERNANDO COUNTY**

THIS ELEVENTH AMENDMENT to FRANCHISE AGREEMENT NO. 11-0008, dated this 9th day of July, 2024, is entered into by and between **HERNANDO COUNTY, FLORIDA** (a political subdivision of the State of Florida), hereinafter referred to as "**COUNTY**" and **REPUBLIC SERVICES of FLORIDA, LIMITED PARTNERSHIP d/b/a REPUBLIC SERVICES of TAMPA (FEI/EIN Number 65-0965470)** (a Foreign Limited Partnership) hereinafter referred to as "**FRANCHISEE**" or "**CONTRACTOR.**"

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into a Franchise Agreement dated December 29, 2011, concerning COUNTY Solicitation No. 11-0008/JP entitled: County Garbage, Yard Trash and Recycling Collection, known as Residential Collection Services, hereinafter referred to as "**Agreement**"; and

WHEREAS, the COUNTY and CONTRACTOR entered into the Agreement on December 29, 2011, to provide for Residential Collection Service of garbage, yard trash and recycling materials for Hernando County and its Residential Customers; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 1** to the Agreement on August 28, 2012, regarding "Automated Garbage / Rubbish Collection Services" amending paragraph(s) of Article 2, incorporating new paragraph(s) in Article 30, and amending paragraph(s) of Article 31; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 2** to the Agreement on September 10, 2013, regarding "Annual Adjustment" in accordance with Section V, Paragraph 3.9.4, Exhibit A for Franchise Districts A, B, C and D; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 3** to the Agreement on October 22, 2013, regarding "Utility Billing" amending paragraph(s) of Article 2, modifying language in Article 6.2 with paragraph incorporating New Sections 6.2.1 through 6.2.9), modifying language in Article 6.4; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 4** to the Agreement on July 22, 2014, regarding "Annual Adjustment" in accordance with Section V, Paragraph 3.9.4, Exhibit A for Franchise Districts A, B, C and D; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 5** to the Agreement on March 24, 2015, regarding "Yard Trash Collection" amending Article 30, Paragraph 30.2.3, and "Annual Adjustment" in accordance with Section V, Paragraph 3.9.4, Exhibit A for Franchise Districts A, B, C and D; and

WHEREAS, the COUNTY and CONTRACTOR entered into the **Sixth Amendment** to the Agreement on October 24, 2017, changing the ending date of the Agreement Performance Period, regarding "Collection Vehicles" amending Article 31, Paragraph 31.1.8, implementing Automated

Garbage / Rubbish Collection Services, regarding “Billing and Payment” amending paragraphs of Section V to replace one index for rate adjustments, modify the payment procedures for properties that comprise the Southwest Hernando County Solid Waste Collection MSBU, and repeal Amendment 3 to the Agreement, and establishing revised rates for Mandatory Areas and Non-Mandatory Areas; and

WHEREAS, the COUNTY and CONTRACTOR entered in the **Seventh Amendment** to the Agreement on August 11, 2020, correcting the ending date of the Agreement Performance Period, regarding “Handling Customer Complaints” amending Article 30, Subparagraph 30.17.4, requiring access to or submittal of complaint data, regarding “Contractor’s Office” amending Article 34, Paragraph 34.4, requiring an identified group of call center personnel and recorded messages, and adding Paragraph 34.7, to require a Customer Service Ombudsman (“CSO”) and specify the duties of said CSO, requiring submittal of all outstanding reports and information, regarding “Billing and Payment” amending Section V, Paragraph 3.9.4.2, changing the time period for submittal of requests for annual rate adjustments, and establishing revised rates for Mandatory Areas and Non-Mandatory Areas; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the **Eighth Amendment** to the Agreement on July 13, 2021, establishing revised rates for Mandatory Areas and Non-Mandatory Areas; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the **Ninth Amendment** to the Agreement on June 28, 2022, establishing revised rates for Mandatory Areas and Non-Mandatory Areas; and

WHEREAS, the COUNTY and the CONTRACTOR entered into the **Tenth Amendment** to the Agreement on June 13, 2023, establishing revised rates for Mandatory Areas and Non-Mandatory Areas; and

WHEREAS, this Amendment is in all regards deemed by the COUNTY to be in compliance with the Contract Documents; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and mutual promise hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended, and the Parties agree as follows:

1. Beginning January 1, 2025, the rates for each residential household utilizing automated carts for 2-1-1 (twice per week garbage collection, once per week yard waste collection, and once per week recycling collection) residential solid waste collection services shall be increased as follows:

| <u>Location of Property</u> | <u>Amount per Month</u> |
|--|-----------------------------|
| Mandatory Areas (Southwest Hernando County Solid Waste Collection MSBU) | \$15.55 |
| Non-Mandatory Areas (outside MSBU boundaries) | \$15.81 |

The rates established in this Amendment shall supersede and replace the rates set forth in the Tenth Amendment to the Agreement dated June 13, 2023.

2. All other terms and conditions of the Agreement which do not conflict with this **Eleventh Amendment** are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this modification and the Agreement, the terms of this Amendment shall control.

IN WITNESS, WHEREOF, the COUNTY and the CONTRACTOR have caused this **ELEVENTH AMENDMENT** to be executed below by their duly authorized representatives.

ATTEST: Douglas A. Chorvat, Jr.

COUNTY: Hernando County, Florida

By: 
Signature



By: 
Elizabeth Narverud, Chairperson
Board of County Commissioners

DATE: 07/09/2024

ATTEST:

CONTRACTOR: Republic Services of Florida
Limited Partnership, d/b/a
Republic Services of Tampa

By: Republic Services of Florida
GP, Inc., its General Partner

1st witness to signature

By: _____
Authorized signature

Printed name of 1st witness

(Printed name of signer)

2nd witness to signature

(Printed title of signer)

(Business address of Contractor)

Printed name of 2nd witness

(Telephone number of signer)

DATE: _____

| Agreement No. 11-0008 | Approval | Date |
|-----------------------|-----------|----------------|
| Landfill Dept. | _____ | _____ |
| Purchasing/Contracts | _____ | _____ |
| County Attorney | <u>VA</u> | <u>5/29/24</u> |

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

On this _____ of _____, 2024, before me the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced _____ as identification.

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed, or stamped)

(Commission Number)

(Commission Expiration Date)



May 3, 2024
Hernando County Solid Waste
14450 Landfill Rd.
Brooksville, Florida 34614
Attention: Scott Harper
Solid Waste Services Manager

Re: Franchise for Residential Collection Service

Dear Mr. Harper,

Republic Services respectfully requests exercising Amendment 7 Section V – Billing and Payment, Paragraph 3.9.4.3 of the above referenced service contract. It is our understanding that the rate adjustment is subject to the changes in the Water Sewer Trash index ("WSTI") and Oil Price Information Service ("OPIS"), as applicable, during the previous Contract Year. The adjustments shall reflect the percentage change in the WSTI and OPIS, measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur. Fifteen percent (15%) of the total adjustment to the Rates shall be based on the change in the cost of diesel fuel, as reflected by the change in OPIS. We anticipate an effective rate adjustment date of January 1, 2025.

Currently, the mandatory area rate is - \$14.97 per month per home and the effective rate adjustment would increase it to \$15.55 per month per home. The non-mandatory area rate is \$15.22 per month per home and effective rate adjustment would increase it to \$15.81 per month per home.

Please feel free to contact me at (813) 964-2334 or by email at HPeterson@republicservices.com if you have any questions.

Respectfully,

Howard Peterson
General Manager
Republic Services

Hernando County PI

| | Mar-24 | Apr-23 | Change | % Change | % of PI | |
|--------------------|--------|--------|--------|----------|---------|--------------|
| Water/Sewer/Trash | 298.90 | 284.91 | 13.99 | 4.91% | 85% | 4.17% |
| OPIs - Diesel Fuel | 2.75 | 2.81 | (0.05) | -2% | 15% | -0.29% |
| Total | | | | | | 3.88% |

| Rates | Current | New Rate |
|---------------|----------|----------|
| Mandatory | \$ 14.97 | \$ 15.55 |
| Non Mandatory | \$ 15.22 | \$ 15.81 |

| | | |
|------------------------|----|------|
| Mandatory Increase | \$ | 0.58 |
| Non Mandatory Increase | \$ | 0.59 |

| | Resident Count | PI Impact | Monthly Revenue | Annual Revenue |
|---------------|------------------|---------------------|------------------------|-------------------------|
| Mandatory | 43,765.00 | \$ 25,383.70 | \$ 680,545.75 | \$ 8,166,549.00 |
| Non Mandatory | 26,760.00 | \$ 15,788.40 | \$ 423,075.60 | \$ 5,076,907.20 |
| Total | 70,525.00 | \$ 41,172.10 | \$ 1,103,621.35 | \$ 13,243,456.20 |

Blended Rate 15.65

“The adjustment to the Rates in SECTION V shall be based on the changes in the Water Sewer Trash index (“WSTI”) and Oil Price Information Service (“OPIS”), as applicable, during the previous Contract Year. The adjustments shall reflect the percentage change in the WSTI and OPIS, measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur. Fifteen percent (15%) of the total adjustment to the Rates shall be based on the change in the cost of diesel fuel, as reflected by the change in OPIS. Eighty Five percent (85%) of the total adjustment to the Rates shall be based on the change in the cost of the Contractor’s other expenses, as reflected by the change in the WSTI. Notwithstanding anything else contained in this Section 3.9, the total adjustment to the Rates in any Contract Year shall not exceed five percent (5%). Rate Adjustments based upon Changes in Law or Extraordinary Rate Adjustments are not limited by this five percent (5%) rate cap, and shall be calculated separately.”